



MARYLAND DEPARTMENT OF HEALTH (MDH)

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)

PROCUREMENT ID NUMBER – PHPA 2218/eMMA# BPM038996

Issue Date: July 28, 2023

Pathways to Bright Futures Survey

NOTICE

A Prospective Offeror that has received this document from the Maryland Department of Health's website or <https://procurement.maryland.gov> , or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL
PROCUREMENT REGULATIONS DESCRIBED IN COMAR 21.05.07**

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals:	Pathways to Bright Futures Survey
Solicitation Number:	PHPA 2218/ eMMA# BPM038996
RFP Issue Date:	July 28, 2023
RFP Issuing Office:	Maryland Department of Health Prevention and Health Promotion Administration Office of Oral Health
Procurement Officer:	Dana Wright Maryland Department of Health 201 W. Preston Street Baltimore, MD 21201 Phone: 410-598-0371 e-mail: dana.wright@maryland.gov
Contract Monitor:	Olivia Polkuzio Office of Oral Health, PPHA Maryland Department of Health 201 W. Preston St. Baltimore, MD 21201 Email: Olivia.Polkuzio@maryland.gov
Proposals are to be sent to:	eMaryland Marketplace Advantage https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage - Additional information can be found in the Frequently Asked Questions and Quick Reference Guides . Any questions please contact the eMMA Help Desk at eMMA.helpdesk@maryland.gov .
Questions Due Date:	August 10,2023 Time: 2:00 pm EST Local Time
Closing Date and Time:	August 17,2023 Time: 2:00pm EST Local Time Local Time

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health (MDH or the Department), Office of Oral Health (OOH), is issuing this Request for Proposals (RFP) to develop a survey that will be used to evaluate the Pathways to Bright Futures program and summarize the results in a report.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is from September 2023 through August 2024.
- 1.1.3 The Department intends to make a single award as a result of this RFP. This Contract will be awarded under the Small Procurement Delegation, and therefore, cannot exceed \$50,000. **Please note that this is not the budget.**
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Contract Type

The Contract resulting from this solicitation shall be a firm fixed price as defined in COMAR 21.06.03.02.

1.3 Procurement Method

This solicitation shall be made in accordance with the small procurement regulations described in COMAR 21.05.07.

1.4 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Dana Wright
Procurement Officer
Maryland Department of Health
201 W. Preston Street
Baltimore, MD 21201
Phone Number: 410-598-0371
Email: dana.wright@maryland.gov

The Department may change the Contract Officer at any time by written notice.

1.5 Contract Monitor

The Contract Monitor is:

Olivia Polkuzio
Maryland Department of Health
Office of Oral Health

201 W. Preston St.
Baltimore, MD 21201
Phone Number: (410) 767-6741
E-mail: Olivia.Polkuzio@Maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.6 eMaryland Marketplace Advantage

Each Offeror is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov/>, click on "Register" to begin the process, and then follow the prompts.

1.7 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: dana.wright@maryland.gov. Please identify in the subject line the Solicitation Number and Title.

Questions are requested to be submitted by the date indicated on the Key Information Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

1.8 Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this RFP.

1.9 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 "Proposals" must be received by the Procurement Officer, in eMaryland Marketplace (eMMA), no later than 2:00 pm EST Local Time on August 17, 2023 in order to be considered.

Requests for extension of this time or date will not be granted. Proposals received after the due date and time listed in this section will not be considered. Questions regarding this solicitation should be directed (**By e-mail only**, no phone calls will be accepted) to the PROCUREMENT OFFICER.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals. Multiple and/or alternate Proposals will not be accepted.

1.10 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP, for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the MDH Current Procurements web page and through eMMA. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.12 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations. In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

There are pronounced disparities in the distribution of the oral health workforce across Maryland, leading to stark inequalities in oral health status. Dental Health Professional Shortage Areas (Dental HPSAs) exist from Maryland's isolated Appalachian Mountains in Western Maryland to the farmlands of its Eastern Shore, and the urban communities in Baltimore City. To address these disparities, the Maryland Department of Health (MDH), Office of Oral Health (OOH) developed the program *Building a Diverse and Dynamic Workforce* and was awarded funding through the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) funding opportunity number HRSA-22-050. Under the auspices of this program, OOH will encourage dental professionals and dental students to provide dental care in areas which lack access to care while simultaneously educating students from elementary to undergraduate schools in those regions about rewarding careers in the dental field.

OOH has selected three Dental HPSAs as the primary locations for this program: Baltimore City, the Eastern Shore, and Western Maryland's Appalachian region. On the Eastern Shore, OOH will focus on Caroline, Dorchester, Kent, Queen Anne's, and Talbot Counties. In Appalachia, OOH will target Allegany, Washington, Frederick, and Carroll Counties.

OOH will address dental shortages in Maryland Dental HPSAs by enhancing the presence, data collection, and resilience of the oral health workforce in these regions over a four-year period. This will be achieved according to five objectives structured under three goals, collectively entitled *Building a Diverse and Dynamic Workforce*. This procurement will support *Goal 1, Objective 1* of the program entitled *Pathways to Bright Futures* (PBF). PBF will foster connections between local educational and dental educational institutions to increase the number of Dental HPSA residents who enter the dental profession and the number of recent dental graduates who practice in such regions.

OOH has dedicated resources to understanding the disparities in dental care access and outcomes across Maryland. OOH has found that children in the Eastern Shore have the highest percentage of untreated dental caries (19.5%) as compared to the state average (13.6%). These oral health disparities are exacerbated by the uneven distribution of dentists across the State. The majority of Maryland dentists practice in more populated and higher income areas, creating areas with significant gaps in access to dental care across other regions of the State. Furthermore, there is an even greater shortage of Medicaid-accepting dentists. Based on analysis completed by OOH, there are currently 4,199 dentists with active licenses and addresses in Maryland, and of those, only one fourth accept Medicaid.

Marylanders in marginalized and rural communities most acutely feel the repercussions of the uneven distribution of dental resources and care. Marylanders in regions as diverse as Baltimore City, the Eastern Shore, and Appalachia experience similar challenges accessing dental care due to a shortage of dental professionals in their areas. There are areas in Maryland, particularly in the rural regions of the Eastern Shore and Appalachia, where there are no dentists located nearby, leaving large gaps in access to dental care. According to OOH's analysis, nearly 50% of the Eastern Shore and 40% of the Appalachian regions do not have any Medicaid-accepting dentists. Even in the areas of the Eastern Shore and Appalachian regions where there are dentists practicing, there are only approximately 20 dentists per 100,000 residents, far below the national average of 61 dentists per 100,000 people. Baltimore City residents' experiences with trying to access dental care parallel those of residents in rural Maryland. Approximately 50% of Baltimore City has less than 20 dentists per 100,000 residents.

Because there is more poverty and a general lack of resources in many Dental HPSAs, youth from these communities do not pursue career opportunities in the dental health field. Dental students are nine times more likely to come from urban areas as they are to come from rural areas. Recent dental school graduates also choose to practice in metropolitan areas, which are already saturated with dentists, rather than in Dental HPSAs. However, dental school graduates from rural areas are three to six times more likely to practice in a rural Dental HPSA after graduation than

dental school graduates from urban areas. This underscores how important it is for youth from Dental HPSAs to pursue careers in dental professions, as they are the dental workforce who are most likely to return to their home regions and provide care to those who need it most. Additionally, the dental profession is a uniquely accessible career for individuals from all types of backgrounds due to the ability to progress from dental assistant to dental hygienist to dentist. The average in-state cost of tuition in Maryland for expanded functions dental assisting school is approximately \$1,900, dental hygiene \$19,000, and dental school \$176,000, and the average incomes of these professions are \$45,420, \$97,200, and \$180,600 respectively. While the cost barrier to the latter is high, the cost barrier to the former is relatively low.

There is substantial evidence that pathway programs are positively correlated with increasing the prevalence of dental professionals in Dental HPSAs. This evidence primarily attributes this to familiarity with and existing networks within such areas. Pathway programs, which include career presentations to youth, have been shown to increase high schooler comprehension of Science Technology Engineering Math (STEM) programs and understanding of their career identities. Increased participation in experiential opportunities in medicine also increases student connection to the medical community, patient treatment, and mentor development. Shadowing has been shown to improve perceptions, recruitment, and retention of the nursing workforce, as we expect it does in the oral health workforce. PBF was designed to implement these strategies to directly address these challenges in the oral health workforce. These factors create the opportunity to address provider shortage by recruiting students from shortage areas and providing the tools for them to begin as an entry level, mid-level, or advanced dental clinician type.

In our case, we use the term “pathways” to highlight the many unique places youth may enter, live, and steer their own dental career. These entry points are referred to as pathway entry points (PEPs). PBF will provide pathways to dental professions and practice in Dental HPSAs via various program elements. These elements include career focused presentations at PEPs by current dental professionals, links to experiential learning opportunities for youth in Dental HPSAs, didactic learning opportunities for youth in Dental HPSAs, visits to the National Museum of Dentistry (NMD), and scholarships to academic dental institutions.

The purpose of this solicitation is to develop a pre/post PBF survey, conduct the pre-survey, and generate a PBF evaluation report based on the pre-survey results.

3.2 Scope of Work - Requirements

The Contractor shall develop a pre/post campaign evaluation tool. This evaluation tool will be used to survey youth living in Dental HPSAs prior to the launch of PBF. It will be used to measure baseline awareness and interest among youth in Dental HPSAs to enter careers in the dental field as well as awareness and impact of social marketing campaigns designed to increase interest in dental careers. The evaluation Contractor will analyze data from the surveys to determine baseline awareness and to present their findings in a report to OOH.

The same pre/post survey that the Contractor develops will also be utilized at the conclusion of the HRSA grant cycle for comparative analysis to determine the reach and impact of the five components of the PBF program as well as the accompanying social marketing campaign. A separate and distinct RFP will be posted later in the program cycle to select a vendor to administer the post survey and report on the impact of the program and social marketing campaign.

3.2.1 General Requirements

The Contractor shall conduct a background desk review, determine survey strategic approach, randomize appropriate survey sample size based on OOH’s targeted areas in Dental HPSAs, develop and write survey questions, conduct surveys, compile data, analyze data, and submit a comprehensive report to the Office of Oral Health.

The Contractor shall:

- 3.2.1.1 **Attend a Two-Hour Kick-off Meeting to Confirm Research Goals and Objectives.** Within one week of award, the Contractor will attend an in-person kick-off meeting with the OOH staff at MDH

Headquarters in Baltimore, MD. This meeting will serve as an opportunity to discuss the evaluation of the PBF project and outline specific goals and objectives that the project will achieve. During the meeting the Contractor and OOH will also discuss survey content, questions, methods, Institutional Review Board (IRB) requirements, and a project timeline.

3.2.1.2 Determine and Outline Survey Parameters. After consulting with the OOH, the Contractor will determine, outline, and describe the appropriate parameters of the survey. This includes:

- A description of the survey target population,
- The delineation of an appropriate survey sample size and a description of the methods used to determine the sample size,
- How will the survey account for error,
- What method will be used to conduct the survey,
- Who will conduct the survey and what qualifications must they possess to do so,
- How will those who conduct the survey be appropriately trained to do so,
- When will the survey be conducted and how long will it take to be complete,
- How will survey candidates be chosen to take the survey,
- How will the survey design ensure a random sample is chosen to participate in the survey,
- How will survey participants be compensated for taking the survey,
- How will data be recorded and compiled and the creation of a data collection plan, and
- How will data be analyzed and the creation of a data analysis plan.

3.2.1.3 Identify Content and Determine Survey Questions. Working with input from OOH, the Contractor will prepare a draft survey tool consisting of questions designed to measure awareness of and interest in careers in the dental field. The draft survey will be reviewed by the OOH who will provide input to the Contractor after review. Working with the Contractor, the survey will be reduced to the ten most appropriate questions (agreed on by the Contractor and OOH) that best achieve the project goals. The final PBF pre/post survey will consist of no more than ten (10) questions.

3.2.1.4 Complete and Submit Documents for IRB Approval. The Contractor will complete all required documentation for IRB approval and submit this documentation and the final survey tool for IRB approval. *[Note: Necessary documentation and approval must be completed and secured before the data collection begin.]*

3.2.1.5 Data Collection. The Contractor will conduct the survey according to the plans outlined above in the **Determine and Outline Survey Parameters** section of this document (3.2.1.2).

The OOH will provide guidance on the determination of the population from which the sample to be surveyed will be pulled. The OOH will be developing partnerships with school and youth-centered organizations in the three Dental HPSAs to implement the PBF program, and the Contractor will select a sample from this population to survey.

Conducting the survey will result in the collection of data that will determine awareness of and interest in careers in the dental field. All individuals conducting the survey will be trained to appropriately conduct the survey. Data collection will occur in a timely manner. The method by which the survey will be conducted, and data collected will be designed to achieve maximum randomization, control or eliminate bias, and achieve the lowest possible margin of error. This will be demonstrated to OOH by the Contractor prior to conducting the survey.

3.2.1.6 Data Analysis. The Contractor will analyze survey data using the most up-to-date and effective analytic tools determined optimum for this initiative based on the project goals, objectives, and the design of the PBF pre/post survey. The Contractor will present all data analysis plans prior to OOH prior to conducting the survey so the OOH can approve them prior to actual data analysis takes place. The analysis of the data will be used to establish a baseline understanding of awareness, perceptions, attitudes, and behaviors of youth in Dental HPSAs towards careers in the dental field.

3.2.2 Reports

3.2.2.1 Data Dissemination and Comprehensive Report. The Contractor will use data analysis to identify key themes and prepare a comprehensive written report outlining findings from the PBF pre-program survey. They will also identify “key findings” and make clear recommendations on how to use the findings of the report to enhance the PBF program and encourage youth in Dental HPSAs to pursue careers in the dental field. The Contractor will initially submit a draft report to OOH upon which the OOH will provide feedback and input. The draft report will be due two months after the completion of all data analysis. Based on the feedback and input from the OOH and discussion with the Contract Monitor, the Contractor will write a final report including an executive summary, detailed findings, “key findings” recommendations, and annexes will be submitted. The final report will be due one month after the Contractor receives input and feedback on the draft report from OOH.

In addition, the Contractor will also submit all raw data including any observation notes, transcriptions and/or audio or video tapes made during the survey or throughout the analysis of the survey data upon completion of the project.

3.2.3. The Americans with Disabilities Act: The Americans with Disabilities Act (<https://www.ada.gov/>) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Contractors must comply with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible;
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures;
- effective communication; and
- accessible facilities.

3.3 Invoicing

3.3.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual’s social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and

- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoice Deliverable	Date Due
Final survey Data collection plan	Two months after the start of the contract
Data analysis plans	Two months after the development of the survey
Draft report	Two months after the completion of the data analysis
Final report	One month after receiving feedback on the draft report

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Proposals must be submitted to eMaryland Marketplace Advantage (eMMA). The Procurement Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet.

4.2.1.1 The email submission subject line shall state the RFP Title and number and either Technical Proposal or Budget Narrative.

4.2.1.2 Two Part Submission:

- A. Technical Proposal (See 4.3.)
- B. Financial Proposal (See 4.4)

4.2.2 Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

***All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

4.3 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing information is to be included only in the Financial Proposal (Volume II).

4.3.1 The Technical Proposal shall include the following documents and information in the order specified as follows:

4.3.1.1 Transmittal Letter:

- Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMMA number;
- Offeror's MBE certification number (if applicable);
- Offeror's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

4.3.1.2 Minimum Qualifications Documentation (If applicable)

There are no minimum qualifications.

4.3.1.3 Offeror Technical Response to RFP Requirements and Proposed Work Plan:

- a. The Offeror shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- b. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. See separate **Exhibit C – Work Plan Template**.
- c. The Offeror shall provide a description of its organizational capacity to implement this scope of work, including relevant experience and examples or descriptions of previously conducted survey development/implementation and data analysis.

4.3.1.4 Signed W-9 with Contact Person Names and Phone Number

4.4 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Exhibit B**. The Offeror shall complete the Financial Proposal Form only as provided in the RFP.

SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion has equal weight.

- 5.2.1 Scope of Work -To the extent to which the Offeror provides an appropriate response to address each Scope of Work requirement outlined in Section 3.2 that describes how the proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s) and describes how the work associated with each requirement will be done.
- 5.2.2 Organizational Capacity – To the extent to which the Offeror demonstrates its ability to implement this scope of work, including relevant experience and examples or descriptions of previously conducted survey development/implementation and data analysis.
- 5.2.3 Work Plan – To the extent to which the Offeror includes a completed, viable work plan with measurable objectives, outcomes, activities, time frame, key staff, partners, and deliverables using the provided Exhibit C: Work Plan template.
- 5.2.4 Technical Proposal Documentation - To the extent to which the Offeror provides all information as outlined in the Technical Proposal section 4.3.1.1.
- 5.2.5 Acknowledged agreement to meet the American with Disabilities Act Statement in Section 3.3.2 and will meet all requirements.

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Exhibit B - Financial Proposal Form**.

- Indirect Costs may not exceed 10% of Total Direct Costs

5.4 Selection Procedures

5.4.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

5.4.2 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

RFP ATTACHMENTS

EXHIBIT B – Financial Proposal Form

This must be completed and submitted with the Technical Proposal in a separate envelope.

EXHIBIT C – Work Plan Template

This must be completed and submitted with the Technical Proposal in a separate envelope.

ATTACHMENT A – Contract

This is the **sample** contract used by the Department. **It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time.** Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer one (1) executed copy if submission is required by email within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Proposal Affidavit

This must be completed and submitted with the Technical Proposal.

FINANCIAL PROPOSAL FORM

The Financial Proposal shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Form format. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit costs for each option year. Failure to adhere to any of these instructions may result in the financial proposal being determined non-responsive and rejected by the Department.

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals”. The Financial Proposal shall contain all price information in the format specified in Exhibit B. The Offeror shall complete the Financial Proposal Form only as provided in the RFP.

Please review and complete Exhibit B - Financial Proposal Form

EXHIBIT C – WORK PLAN TEMPLATE

Instructions:

1. Use the work plan template to outline strategy, objectives, and activities for the project period. Add additional sections or rows as necessary. Refer to the following definitions for use in this document:
 - A. **Outcome objectives:** Measurable changes in supportive policy, systems, or environments. Objectives must be SMART (Specific, Measurable, Achievable, Realistic, Time-phased). CDC Guide to Writing SMART Objectives: <http://www.cdc.gov/healthyyouth/evaluation/pdf/brief3b.pdf>
 - B. **Activities:** A list of key actions that will be implemented. If possible, these actions should be specific, measurable, and sufficient in quantity such that their completion should lead to the accomplishment of the outcome objective.
2. Add or copy and paste rows and Objective sections as need.

Objective:			
Activity	Key Staff	Outputs/Deliverables	Timeline

ATTACHMENT A – CONTRACT (SAMPLE)

**STATE OF MARYLAND
DEPARTMENT OF HEALTH
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the “Contract”), is made as of the _____ day of _____, 20____ by and between the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH (“Department”), and

_____ (“Contractor”) whose principal office in Maryland is

_____ and whose principal business address is _____.

(Please note that this template provides to you the clauses that are necessary for all small procurements. Your particular procurement may need additional clauses or provisions, such as those that are typically found in the standard solicitation templates and contracts (e.g., security provisions, rights in records, intellectual property, designation of the contract monitor, etc.)

The parties agree as follows:

1. Scope of Contract.

(a) The Contractor shall provide the following goods or services:

(Insert Contract Specifications here. Any product or service deliverables, milestones, or deadlines must be identified. The specifications must clearly articulate what the State will be purchasing via this contract. Readers should understand exactly what the State is buying. The specifications need to be clearly written so that payment can be made appropriately, work (un)performed can be identified, and the contractual rights of the State can be enforced. If there is a written scope work/solicitation, you can refer to it here.)

The scope of work or solicitation dated _____ is attached and incorporated by reference as Exhibit _____. The Contractor’s bid or proposal dated _____ is attached and incorporated by references as Exhibit _____. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor’s bid or proposal.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of _____, 20 ____ through _____, 20 ____

3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$_____. (The amount may not exceed \$50,000.)

(b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15 Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is _____ . The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

(d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to the Procurement Officer. All invoices shall be submitted in triplicate no later than the 15th of the month for the preceding calendar month. **(The invoice schedule may be adjusted to meet your particular needs. The 15th of the month billing cycle is fairly typical, but not required.)** All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

4. Procurement Officer. The Department designates _____ to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

5. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

12. Commercial Non-Discrimination Policy. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

**STATE OF MARYLAND
DEPARTMENT OF HEALTH**

By: _____ (Seal)

By: _____

(Printed Name and Title)

(Printed Name and Title)

Date

Date

Attachments: Exhibit A: Scope of Work or Solicitation
Exhibit B: Bid or Proposal

ATTACHMENT B – Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;

- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and

- (ii) Not overturned on judicial review;
 - (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
 - (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____

Title

Date: _____

Date